

REQUEST FOR PROPOSAL 03092
FOR INTERACTIVE VOICE RESPONSE APPLICATION SERVICES
ATTACHMENT A –TERMS AND CONDITIONS

IVR Applications Services

THIS AGREEMENT is made and entered into by and between THE CITY OF SEATTLE ("City"), a municipal corporation of the State of Washington and _____ ("Contractor"), a [insert here description of form of business structure used by Contractor] organized and existing under the laws of the State of _____ and authorized to do business in the State of Washington.

Section 1: TERM OF AGREEMENT

This Agreement shall be effective for a three (3) year period, with an option to extend the contract term for two (2) two (2) year periods. The three (3) year period shall commence on the date of execution by both the parties. The month and date of execution by both parties shall be considered herein as the anniversary date of this Agreement (the latest date prevails).

Section 2: ENTIRE AGREEMENT; ORDER OF PRECEDENCE

This Agreement, including all Appendices, Supplements and Exhibits referenced herein, constitutes the entire agreement between the City and the Contractor. The City's Request for Proposal ("RFP") and the Contractor's Proposal submitted in response to the RFP are included as exhibits to this Agreement. In the event of any conflicts or inconsistencies in this Agreement, including its exhibits, the following will control in the following order of precedence: (i) controlling federal, state or local law; (ii) this Agreement; (iii) the RFP; and (iv), the Contractor's Proposal.

Section 3: TIME OF BEGINNING AND COMPLETION

Work shall be performed on an as-needed basis. At the request and instruction of the City, the Contractor shall begin work in connection with task(s), as defined in individual work order(s) issued by the City and shall begin work only upon receipt of written notice to commence with such task(s) from the City's IVR Project Manager, named herein. Each work order shall contain clearly defined scope, resources, start and completion dates.

Time limits established pursuant to this Agreement shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for its convenience or for conditions beyond the Contractor's control. The City anticipates that the schedule developed by the contractor and accepted by the City as part of the work order will become the schedule for the performance of the work. Contractor will be required to provide to the City's IVR Project Manager, pre-determined project status reports or periodic updates, which will be defined in the work order. If schedule issues arise, the parties will work together to amend that schedule as appropriate; provided, however, that in the absence of such agreement, the schedule set forth in the work order as originally prepared by the Contractor and accepted by the City shall control.

The Contractor's work in connection with each Task shall be considered satisfactorily completed upon the City's acknowledgement of same in writing and based upon the Contractor's fulfillment of the responsibilities within each task.

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Section 4: SCOPE OF WORK

Contractor agrees to provide and the City agrees to accept Interactive Voice Response (IVR) related services including, but not limited to, translation and/or review, proof reading, professional recording, application testing, and consulting for the City's corporate IVR platform all of which will be provided by the Contractor on an as-needed basis.

Section 5: PAYMENT

The City shall make payments to contractor upon invoicing. Payments will be made in accordance with Appendix ____Rate Schedule. With exception to Travel, all expenses must be included in the Rate Schedule, Travel fees must be approved in advance,

Section 6: PAYMENT PROCEDURES

The Contractor shall submit invoices to the City's IVR Project Manager identified in this Section. The City's IVR Project Manager shall review all invoices for accuracy and authorize payment. The Contractor may submit monthly invoices for completed work with approval of the City's project manager for Deliverables scheduled to exceed 75 days for completion, the Contractor may bill the City for tasks completed in the previous month, not to exceed 60% of the level of effort specified for that Task. The remaining 40% may be invoiced upon City acceptance of the completed deliverables for that Task.

The Contractor may submit monthly invoices for reimbursable expenses related to travel.

Expense documentation, voucher, and payment checks shall be in conformance with the current payment system of the City. The City shall deliver payment to Contractor within 45 days of invoice receipt provided the City understands and agrees with the invoice items.

Section 7: CONTACTS FOR NOTICES, ADMINISTRATION, PROJECT MANAGEMENT, BILLING AND DELIVERABLE MATERIALS

All official notices under this Agreement shall be delivered to the following addresses (or such other address(es) as either party may designate in writing):

If to the City:

CONTRACTUAL NOTICES

Vivian Uno
Sr. Buyer
Department of Executive Administration
Purchasing Services
Suite #4112, Seattle Municipal Tower
700 Fifth Avenue
P.O. Box 94687
Seattle, WA 98124-4687

DAY-TO-DAY ADMINISTRATION:

Peter Leahy
Department of Information Technology
Suite 2700, Seattle Municipal Tower
P.O. Box 94709
Seattle, WA 98124-4709

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206-233-7158

PROJECT MANAGER

Joy Peterson
Department of Information Technology
Suite 2700, Seattle Municipal Tower
P.O. Box 94709
Seattle, WA 98124-4709
206-233-2684

ACCOUNTS PAYABLE

Accounts Payable
Att: Joy Peterson - IVR
Department of Information Technology
City of Seattle
Suite 2700, Seattle Municipal Tower
P.O. Box 94709
Seattle, WA 98124-4709
206-233-2684

WAREHOUSE

220 3rd Ave South
Basement Floor
Seattle, WA 98104

If to the Contractor:

CONTRACTOR:

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Section 9: EQUAL EMPLOYMENT

The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, creed, age, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, age, color, sex, national origin, marital status, political ideology, ancestry, sexual orientation, gender identity, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices as provided by the City setting forth the provisions of this nondiscrimination clause.

Section 10: NONDISCRIMINATION IN EMPLOYEE BENEFITS

The contractor shall comply with the requirements of SMC Ch.20.45 and the Equal Benefits Program Rules. Failure to comply will subject the Contractor to one or more of the following penalties: disqualification from bidding on or being awarded a City contract for a period of up to 5 years, actual damages, termination of the contract, or other remedial actions such as payment of cash equivalent payments or expedited implementation of equal benefits.

Section 11: EFFORTS TO USE WOMEN AND MINORITY BUSINESS ENTERPRISES

- A. General: The City encourages the use of Women and Minority Business Enterprises (“WMBEs”) as sub-contractors and women and minority employees in all City contracts, and encourages outreach efforts to include women and minorities in employment, contracting, and subcontracting opportunities.

Outreach efforts may include the use of solicitation lists, advertisements in publications directed to minority communities, breaking down total requirements into smaller tasks or quantities where economically feasible, making other useful schedule or requirements modifications that are likely to assist small or WMBE businesses to compete, targeted recruitment efforts, and using the services of available minority community and public organizations to perform outreach.

The Contractor shall ensure that all employees, particularly supervisors, are aware of, and adhere to their obligation to maintain a working environment free from discriminatory conduct, including but not limited to harassment and intimidation of minorities, women, or WMBE businesses.

- B. Nondiscrimination: The Contractor shall not create barriers to open and fair opportunities for WMBEs to participate in any City contract and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services.
- C. Record-Keeping: The Contractor shall maintain, for at least 12 months after the expiration or earlier termination of this Agreement, relevant records and information necessary to document all Contractor solicitations to sub-contractors and suppliers, all sub-contractor and supplier proposals received, and all sub-contractors and suppliers

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actually utilized under this Agreement. The City shall have the right to inspect and copy such records.

- D. Sanctions for Violation: Any violation of the mandatory requirements of the provisions of this Section (subsections B and C) shall be a material breach of contract for which the Contractor may be subject to damages and sanctions provided for by the Agreement and by applicable law.

Section 12: OTHER LEGAL REQUIREMENTS

- A. General Requirement: The Contractor, at no expense to the City, shall comply with all applicable laws of the United States and the State of Washington; the Charter and ordinances of The City of Seattle; and rules, regulations, orders, and directives of their administrative agencies and the officers thereof. Without limiting the generality of this subsection, the Contractor shall specifically comply with the following requirements of this section.
- B. Licenses and Similar Authorizations: The Contractor, at no expense to the City, shall secure and maintain in full force and effect during the term of this Agreement all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.
- C. Use of Recycled Content Paper: The Contractor shall use, whenever practicable, recycled content paper on all documents submitted to the City, in accordance with SMC 3.38.904.
- D. Americans with Disabilities Act: The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (“ADA”) in performing its obligations under this Agreement. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Agreement.
- E. Fair Contracting Practices Ordinance: The Contractor shall comply with the Fair Contracting Practices Ordinance of The City of Seattle (Ordinance 119601), as amended. Conduct made unlawful by that ordinance constitutes a breach of this Agreement. Engaging in an unfair contracting practice may also result in the imposition of a civil fine or forfeiture under the Seattle Criminal Code as well as various civil remedies.

Section 13: INDEMNIFICATION

The Contractor does hereby release and shall defend, indemnify, and hold the City and its employees and agents harmless from all losses, liabilities, claims (including claims arising under federal, state or local environmental laws), costs (including attorneys’ fees), actions or damages of any sort whatsoever arising out of the Contractor’s performance of the services contemplated by this Agreement to the extent attributable to the negligent acts or omissions, willful misconduct or breach of this Agreement by the Contractor, its servants, agents, and employees. In furtherance of these obligations, and only with respect to the City, its employees and agents, the Contractor waives any immunity it may have or limitation on the amount or type of damages imposed under any industrial insurance, worker’s compensation, disability, employee benefit or similar laws, including Title 51 RCW. The Contractor acknowledges that the foregoing waiver of immunity was mutually negotiated and agrees that the indemnification provided for in this Section shall survive any termination or expiration of this Agreement.

Section 14: INSURANCE

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A. Prior to undertaking any work under this Agreement, the vendor shall obtain, and shall thereafter maintain continuously, at no expense to the City, and file with the City's Purchasing Services and the City's Risk Management Administrator in the Contracting Services Division, evidence of a policy or policies of insurance as specified below.

(1) Commercial General Liability Insurance including:

- Premises/Operations
- Products/Completed Operations
- Personal/Advertising Injury
- Contractual
- Independent Contractors
- Fire Legal
- Stop Gap/Employers Liability

Such insurance must provide the following minimum limits of liability:

\$1,000,000 each Occurrence Combined Single Limit Bodily Injury and Property Damage

Except:

\$1,000,000 each Offense Personal/Advertising Injury

\$1,000,000 each Accident/each Employee/Policy Limit Stop Gap/Employers Liability

\$ 100,000 each Occurrence Fire Legal Liability

(2) Automobile Liability Insurance for owned, non-owned, leased or hired vehicles with a minimum limit of liability of \$1,000,000 each Occurrence Combined Single limit Bodily Injury and Property Damage.

(3) Excess or Umbrella Liability Insurance excess of Commercial General liability and Automobile Liability Insurance so as to provide total limits of \$5,000,000. This total limit requirement may be satisfied with any combination of primary and excess/umbrella limits.

(4) Errors and Omissions Liability Insurance appropriate to Contractor's profession. Coverage should be for a professional error, act or omission arising out of the scope of services shown in the contract with a minimum limit of liability of \$5,000,000 each claim.

B. If any such policy above is written on a claim made form the following shall apply: (1) the retroactive date shall be prior to or coincident with the effective date of this contract; (2) the policy shall state that coverage is Claim Made, and state the retroactive date; (3) the claim made policy shall be maintained by Vendor for a minimum of two years following the expiration or earlier termination of this contract; (4) Contractor shall annually provide the City with proof of such renewal. If renewal of the claims made form of coverage becomes unavailable, or economically

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prohibitive, Contractor shall procure an extended reporting period ("tail") or execute another form of guarantee acceptable to the City to assure financial responsibility for liability for services performed.

- C. Any deductible or self-insured retention in excess of \$25,000 must be disclosed and is subject to approval by the City's Risk Manager. The cost of any claim payments falling within the deductible shall be the responsibility of Vendor. Vendor shall provide a letter from its Chief Risk Management Officer specifying how the City shall be afforded status as an additional insured under its deductible or retention.
- D. Evidence of Insurance: The following documents must be provided as evidence of insurance coverage:
- A copy of the policy's declarations pages, showing the Insuring Company, policy effective dates, limits of liability and the Schedule of Forms and Endorsements.
 - Copies of the additional insured endorsement or blanket additional insured wording for Commercial General Liability Insurance that includes the City of Seattle as an Additional Insured.
 - Additional insured status for the City shall be for primary limits of liability (and not contributory with any insurance or self-insurance that the City maintains) and shall be subject to a Separation of Interests clause.
 - Documentation stating that the coverages provided by this policy to the City or any other named insured shall not be terminated, reduced or otherwise materially changed without providing at least forty-five (45) days prior written notice to the City of Seattle, except 30 days as respects non-admitted insurers and 10 days as respects cancellation for non-payment of premium.

All policies shall be subject to approval by the City's Risk Manager as to insurer and form. Insurers admitted within the State of Washington must be rated A-:VII or higher in the A.M. Best's Key Rating or placed as a surplus lines by a Washington State licensed excess and surplus lines broker.

Section 15: ACCESS TO BOOKS AND RECORDS

For a period of six (6) years after the completion of this agreement, the City or its agents shall have the right at reasonable times to audit in King County, Washington, the books and records of the Contractor bearing upon or connected with the terms and conditions of this agreement in order to determine compliance with the provisions of this agreement. The Contractor shall require its subcontractors to allow the city or its agents to audit the subcontractors' books and records as necessary in order to determine compliance with the provisions of this Agreement. In the event that the audit reveals that there has been an error in payment, the parties agree to immediately correct such errors. A written request for audit documentation shall be provided to

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the Contractor. The Contractor, within thirty (30) days from and after its receipt of the request, shall furnish the required documentation.

Section 16: CONTRACTUAL RELATIONSHIP

The relationship of the Contractor to the City by reason of this Agreement is that of an independent contractor. This Agreement does not authorize the Contractor to act as the agent or legal representative of the City for any purpose whatsoever. The Contractor is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the City or to bind the City in any manner or thing whatsoever.

Section 17: ASSIGNMENT AND SUBCONTRACTING

The Contractor shall not assign or subcontract any of its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Contractor shall incorporate by reference all the terms of this Agreement. The Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract shall not release the Contractor from liability under this Agreement, or from any obligation to be performed under this Agreement, whether occurring before or after such consent, assignment, or subcontract.

Section 18: INVOLVEMENT OF FORMER CITY EMPLOYEES

- A. The Contractor shall promptly notify the City in writing of any person who is expected to perform any of the Work and who, during the twelve (12) months immediately prior to the expected commencement date of such work or subcontract, was a City officer or employee.
- B. The Contractor shall ensure that no Work or matter related to the Work is performed by any person (employee, subcontractor, or otherwise) who:
 - (1) was a City officer or employee within the past twelve (12) months; and
 - (2) as such was officially involved in, participated in, or acted upon any matter related to the Work, or is otherwise prohibited from such performance by SMC 4.16.075.

Section 19: NO CONFLICT OF INTEREST

The Contractor confirms that the Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance. As used in this section, the term "Contractor" shall include any employee of the Contractor who was, is, or will be involved in the negotiation, drafting, signing, administration, or performance of the Agreement. As used in this Section, the term "close family relationship" refers to the following: spouse or domestic partner; any dependent parent, parent-in-law, child, son-in-law, or daughter-in-law; or any parent, parent-in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

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Section 20: ERRORS & OMISSIONS; CORRECTION

The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Contractor under this Agreement. The Contractor, without additional compensation, shall correct or revise any mutually agreed upon errors or omissions in the designs, drawings, specifications, and/or other Contractor services immediately upon notification by the City. The obligation provided for in this section with respect to any acts or omissions during the term of this Agreement shall survive any termination or expiration of this Agreement.

Section 21: INTELLECTUAL PROPERTY RIGHTS

The Contractor hereby assigns to the City all rights in any invention, improvement, or discovery, together with all related information, including but not limited to, designs, specifications, data, patent rights and findings developed in connection with the performance of the Agreement or any subcontract hereunder. Notwithstanding the above, the Contractor does not convey to the City, nor does the City obtain, any right to any document or material utilized by Contractor that was created or produced separate from this Agreement or was preexisting material (not already owned by the City), provided that the Contractor has clearly identified in writing such material as preexisting prior to commencement of the Work. To the extent that preexisting materials are incorporated into the Work, the Contractor grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display, and transfer the preexisting material, but only as an inseparable part of the Work.

All Deliverables produced under this Agreement, shall be the exclusive property of the City. If requested by the City, a copy of all drawing, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs and other storage facilities), software programs or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials which are developed solely for, and paid for by, the City in connection with the performance of the Work, shall be promptly delivered to the City.

The City may make and retain copies of such documents for its information and reference in connection with their use on the project. Unless specifically stated in this Agreement, the Contractor does not represent or warrant that such documents are suitable for reuse by the City, or others, on extensions of the project, or on any other project.

Section 22: CONFIDENTIALITY

The contractor shall not permit the disclosure or duplication of any information received from the City unless such disclosure or duplication is specifically authorized in writing by the City. Please refer to the Non-Disclosure Agreement included in Volume 2. The City shall not permit the duplication by, or disclose any information conspicuously designated in advance by the contractor as “Confidential and Proprietary” information to, any person (other than City officers, employees, or consultants who must have such information for the performance of their City duties or obligations), unless such duplication, use or disclosure is specifically authorized in writing by the contractor or is required by law. The Contractor shall not designate as “Confidential and Proprietary” information (including ideas, concepts, know-how or techniques related to any information) that, at the time of disclosure, is in the public domain unless the entry of that information into the public domain is a result of any breach of this Agreement. In the event any request is made for material that the contractor has designated as “Confidential and Proprietary,” the City will notify the Contractor of the request pursuant to RCW 42.17.320 or its successor legislation. Upon receipt of such notice, the Contractor shall take such action as it deems necessary and appropriate to prevent the release of such information pursuant to RCW 42.17.330

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or its successor legislation, and the City shall have no further obligations in this regard provided, however, that the Contractor may not take any action that would affect a) the ability of the City to use the goods or services provided under this Agreement or b) the obligations of the Contractor under this Agreement. In the event the Contractor does not take action to prevent the disclosure of its material that are marked "Confidential and Proprietary" within the time period required by law, the Contractor shall be deemed to have authorized the release of such information and the City shall not be liable to the Contractor in the event the such material is released.

Section 23: EXTRA WORK

The City may desire to have the Contractor perform work or render services in connection with the work described in this agreement other than that expressly provided for in Section 4, Categories of Work. This will be considered extra work, supplemental to this Agreement, and shall not proceed unless authorized by an amendment. Any costs incurred due to the performance of extra work prior to execution of an amendment will not be reimbursed under this Agreement or an amendment.

Section 24: KEY PERSONS

The Contractor shall not transfer or reassign any individual designated in this Agreement as essential to the Work without the express written consent of the City. If, during the term of this Agreement, any such individual leaves the Contractor's employment, the Contractor shall present to the City one or more individual(s) with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. Vendor agrees to provide continuity of the voice recording product to be consistent with existing recordings. If, by no fault of the City, vendor is unable to provide identical voice talent for recordings and the City deems it necessary to re-record the entire application suite of recordings with new voice talent, the vendor will provide such work at a mutually agreed discounted price. City's approval shall not be construed to release the Contractor from its obligations under this Agreement.

Section 25: DISPUTES

Any dispute concerning the contractor's performance of this Agreement that is not disposed of by agreement between the contractor and the City shall be referred to the City's Director of the Department of Information Technology and the contractor's [Insert Title of Top-level Person of Authority]. If such parties' representatives do not agree upon a decision within a reasonable period of time, either of the parties may pursue other legal means to resolve such disputes.

Section 26: Warranties

Contractor warrants that, in performing the services under this Agreement, Contractor shall strictly comply with the descriptions and representations as to the services, including performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, function and requirements, which appear in this Agreement.

Errors and omissions committed by Contractor in the course of providing services shall be remedied by Contractor at its own expense."

Section 27: TERMINATION

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- A. For Cause: The City or the Contractor may terminate this Agreement if the other party is in material breach of any of the terms of this Agreement, and such breach has not been corrected to the non-defaulting party's reasonable satisfaction in a timely manner.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as but not limited to an act of nature; war or warlike operation; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control.
- C. For City's Convenience: The City may terminate this Agreement at any time, without cause and for any reason including the City's convenience, upon written notice to the Contractor.
- D. Notice: Notice of termination pursuant to this Section shall be given by the party terminating this Agreement to the other not less than five (5) business days prior to the effective date of termination.
- E. Actions Upon Termination: In the event of termination not the fault of the Contractor, the Contractor shall be paid for the services properly performed prior to termination, together with any reimbursable expenses then due, but in no event shall such compensation exceed the maximum compensation available to be paid under the Agreement. The Contractor agrees that this payment shall fully and adequately compensate the Contractor and all subcontractors for all profits, costs, expenses, losses, liabilities, damages, taxes, and charges of any kind whatsoever (whether foreseen or unforeseen) attributable to the termination of this Agreement.

Upon termination for any reason, the Contractor shall provide the City with the most current contract documents, writings and other product it has completed to the date of termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided, however, that the City shall indemnify and hold the Contractor harmless from any claims, losses or damages to the extent caused by modifications made by the City to the Contractor's work product.

Section 28: MISCELLANEOUS PROVISIONS

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors, and assigns.
- C. Applicable Law/Venue: This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for King County.

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- D. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy at law or in equity.
- E. Captions: The titles of sections are for convenience only and do not define or limit the contents.
- F. Severability: If any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- G. Waiver: No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City, in writing.
- H. Entire Agreement: This document, along with its exhibits constitutes the entire agreement between the parties with respect to the Work. No verbal agreement or conversation between any officer, agent, associate or employee of the City and any officer, agency, employee or associate of the Contractor prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in this Agreement.
- I. Negotiated Agreement: The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.
- J. Authority: Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and shall be bound by it.

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IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained herein, or attached and incorporated and made a part hereof, the parties have executed this Agreement by having their representatives affix their signatures below.

THE CITY OF SEATTLE

By _____
Signature Date

Melody Mociulski

Purchasing Director

THE CITY OF SEATTLE

By _____
Signature Date

Bill Schrier

City Technology Officer

CONTRACTOR

By _____
Signature Date

Type or Print Name

Title

City of Seattle Business License Number: _____

Washington State Unified Business Identifier Number (UBI): _____